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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of

Jacobs, *et al.*

Application No.: *Unassigned*

Filing Date: August 31, 2001

For: **SELF-ADAPTIVE
HYBRID CACHE**

)
)
) Group Art Unit: *Unassigned*

)
) Examiner: *Unassigned*

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**POWER OF ATTORNEY BY ASSIGNEE
TO EXCLUSION OF INVENTOR UNDER 37 C.F.R. § 3.71
WITH REVOCATION OF PRIOR POWERS**

Commissioner for Patents
Washington, D.C. 20231

Dear Sir:

The undersigned ASSIGNEE of the entire interest in the above-identified application for letters patent hereby appoints Sanjay Prasad (Registration No. 36,247) and Roger P. Kennedy (Registration No. 44,823) of ORACLE CORPORATION, and A. Richard Park (Registration No. 41,241), Daniel E. Vaughan (Registration No. 42,199), Hoyt Fleming (Registration No. 41,752) and Edward Grundler (Registration No. 47,615) of PARK, VAUGHAN & FLEMING LLP, to prosecute this application and transact all business in the United States Patent and Trademark Office in connection therewith and hereby revokes all prior powers of attorney; said appointment to be to the exclusion of the inventors and the inventors' attorneys in accordance with the provisions of 37 C.F.R. § 3.71.

The following evidentiary documents establish a chain of title from the original owner to the Assignee:

X a copy of an Assignment attached hereto, which Assignment has been (or is herewith) forwarded to the Patent and Trademark Office for recording; or

 the Assignment recorded on at reel , frames - .

Pursuant to 37 C.F.R. § 3.73(b) the undersigned Assignee hereby states that evidentiary documents have been reviewed and hereby certifies that, to the best of ASSIGNEE's knowledge and belief, title is in the identified ASSIGNEE.

Direct all telephone calls and correspondence to:

Daniel E. Vaughan
Park, Vaughan & Fleming LLP
702 Marshall Street
Suite 310
Redwood City, CA 94063
(650) 474-1973

ASSIGNEE: Oracle Corporation

Signature: 

Name: Sanjay Prasad

Title: Chief Patent Counsel

Date: 11/14/01

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JOINT TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned,

- | | |
|---|--|
| (1) JACOBS, Lawrence
573 Osprey Drive
Redwood City, CA 94065 | (2) LIU, Xiang
150A West Hillsdale Blvd.
San Mateo, CA 94403 |
| (3) PORWIT, Marcin
3310 19 th Street, #302
San Francisco, CA 94110 | (4) FEENAN, James
20 Karen Road
Windham, NH 03087 |
| (5) WRIGHT, William
40 Campbell Road
Bedford, NH 03110 | |

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hereinafter termed "Inventors", have invented certain new and useful improvements in

SELF-ADAPTIVE HYBRID CACHE

and have executed a declaration or oath for an application for a United States patent disclosing and identifying the invention:

- | | |
|--|--|
| (1) the <u>2nd</u> day of <u>August</u> , 2001; | (2) the <u>2nd</u> day of <u>August</u> , 2001; |
| (3) the <u>2nd</u> day of <u>August</u> , 2001; | (4) the <u>2nd</u> day of <u>August</u> , 2001; |
| (5) the <u>2nd</u> day of <u>August</u> , 2001. | |

Said application: ☐ being filed herewith; OR
 ☒ having Application No. 09/944,832, filed on August 31, 2001.

WHEREAS, Oracle Corporation a corporation of the State of Delaware, having a place of business at 500 Oracle Parkway, Redwood Shores, California 94065, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign

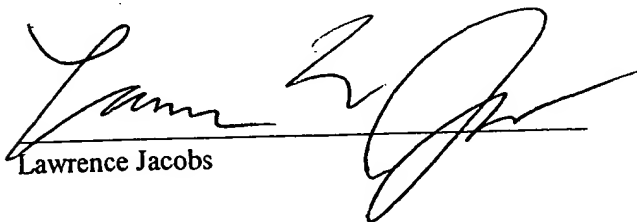
patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.


3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

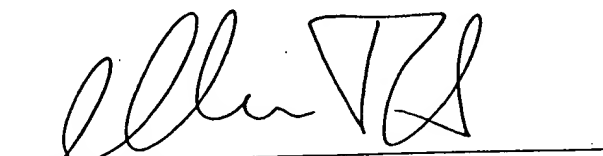
IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the dates written below.


Lawrence Jacobs

02 Aug 01
Date


Xiang Liu

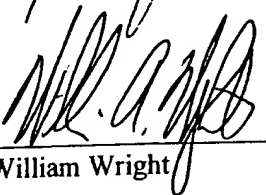
08/02/2001
Date


Marcin Porwit

02.08.2001
Date


James Feenan

2-AUG-2001
Date


William Wright

2-Aug-2001
Date